

DLA Land and Maritime
Inspection Services for the MNS / MWNS Systems at DSCC Columbus
RFQ Number 1382272 / SP4702-19-Q-0019

SIEMENS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 2019 AUG 05	4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)
6. ISSUED BY DCSO COLUMBUS PO BOX 3990 COLUMBUS OH 43218-3990 USA		CODE SP4702	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SP470219Q0019	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 2019 AUG 01	
			<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 5 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.				
<input type="checkbox"/>					
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See Attached Continuation Sheet(s).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
(b) (6)					
15C. DATE SIGNED 8/26/19			16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (49 CFR) 53.213		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP470219Q0019 - 0001	PAGE 2 OF 2 PAGES
<p>1. Solicitation amendment 0001 is issued to revise the solicitation from SET ASIDE, SMALL BUSINESS in block 10, page 1 of STANDARD FORM 1449 to UNRESTRICTED.</p> <p>2. All other terms and conditions remain the same.</p>		

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 2019 AUG 14	4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)
6. ISSUED BY DCSO COLUMBUS PO BOX 3990 COLUMBUS OH 43218-3990 USA		CODE SP4702	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. SP470219Q0019 (X) 9B. DATED (SEE ITEM 11) 2019 AUG 01 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE			
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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
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15A. NAME AND TITLE OF SIGNER (Type or print) Anthony Varnan Branch Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 8/26/19	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP470219Q0019 - 0002	PAGE 2 OF 3 PAGES
<p>1. Solicitation amendment 0002 is issued to incorporate Appendix A referenced in paragraph 6.0 of the Performance Work Statement.</p> <p>CONTINUED ON NEXT PAGE</p>		



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP470219Q0019 - 0002	PAGE 3 OF 3 PAGES
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SECTION J - LIST OF ATTACHMENTS

List of Attachments

File Name	Description
ATTACH_Attachment__1	SP470219Q0019 000

Appendix A

Building	FA Panel	NAC Panel	Pull Stations	Duct Detectors	Heat Detectors	Smoke Detectors	Monitor Points	CO Detectors	AED	Eye wash station	Signal Devices	Giant Voice	Work Station	Annunciators	Message Boards	Emergency Lights	Fire Phones	
BLDG 1	6	12	40	9	4	135	25		4		468		0	2	0	0	0	
BLDG 2	6	0	42	4	4	18	14		4		602		0	0	0	0	0	
BLDG 4	1	0	6	2	0	1	6		1		20		0	0	0	0	0	
BLDG 5	2	0	15	6	0	13	7		2		95		0	2	0	0	0	
BLDG 6	6	0	56	21	8	71	17		5	42	190		0	1	0	0	0	
BLDG 9	2	2	38	2	7	0	45		5		38	1	0	0	0	0	0	
BLDG 10	2	1	43	30	8	1	62		30		56		0	0	0	0	0	
BLDG 11	2	10	66	58	16	105	55		8		202	1	0	0	0	0	0	
BLDG 14	1	0	4	2	0	1	0		1		23		0	0	0	0	0	
BLDG 17	1	0	16	2	4	0	34		4		17		0	0	0	0	0	
BLDG 18	1	0	8	0	4	0	30		4	2	13		0	0	0	0	0	
BLDG 19	1	0	9	0	4	0	30		2		10		0	0	0	0	0	
BLDG 20/20A	13	20	61	6	245	140	90		18	8	1256		1	0	0	0	90	
BLDG 21/21A	16	0	69	107	140	109	100		17	2	1750		0	1	0	338	90	
BLDG 22	3	1	32	3	1	115	7		8	2	99		0	1	0	0	0	
BLDG 23	4	6	19	30	0	985	23		3		55		0	0	0	0	0	
BLDG 27	2	0	26	4	6	2	24		8	2	188		0	2	0	14	0	
BLDG 30	2	0	28	13	7	2	50		4	7	72		0	0	0	0	0	
BLDG 31	2	0	1	0	1	1	0			0	1		0	0	0	0	0	
BLDG 43	1	0	13	6	3	0	3		64	1	16		0	0	0	0	0	
BLDG 44	1	0	25	12	0	0	27		2	1	25		0	0	0	0	0	
BLDG 46	1	0	11	2	1	15	6		2	2	50		0	0	0	0	0	
BLDG 47	1	0	6	2	0	0	3		2	1	9		0	0	0	0	0	
BLDG 49	0	1	3	0	3	5	0		1		3		0	0	0	0	0	
BLDG 52	1	0	4	4	0	4	0		4	1	5		0	0	0	0	0	
BLDG 58	6	0	6	8	0	2	4		4	4	87		1	0	0	0	0	
BLDG 61	0	1	6	1	0	30	0		1	1	22		0	0	0	0	0	
BLDG 64	2	0	4	1	0	6	0		1		8		0	0	0	0	0	
BLDG 65	0	1	5	1	0	6	0		1		10		0	0	0	0	0	
BLDG 201	1	0	10	0	3	1	4		4	1	15		0	0	0	0	0	
BLDG 301	1	0	2	0	6	0	0		12		2		0	0	0	0	0	
BLDG 302	1	0	3	2	0	1	0		1		7		0	0	0	0	0	
BLDG 306	1	2	11	4	4	15	13		4	2	98		0	0	0	0	0	
BLDG 308	1	0	12	4	1	0	6		4	1	19		0	0	0	0	0	
BLDG 314	1	0	2	0	6	1	0				3		0	0	0	0	0	
BLDG 507	1	0	0	2	0	1	0				8		0	0	0	0	0	
TOTALS:	93	57	702	348	485	1786	685		167	86	42	5542	2	2	9	14	338	180

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 2019 AUG 18	4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)
6. ISSUED BY DCSO COLUMBUS PO BOX 3990 COLUMBUS OH 43218-3990 USA		CODE SP4702	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SP470219Q0019	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2019 AUG 01	
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
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<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Opening/Closing Date Changed to: 2019 AUG 01 / 2019 AUG 27 TIME 3:00 PM See Attached Continuation Sheet(s).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Anthony Younan Branch Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 8/26/19	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP470219Q0019 - 0003	PAGE 2 OF 2 PAGES
<p>1. Solicitation amendment 0003 is issued to schedule a site visit for Wednesday, August 21, 2019 at 1:00 pm eastern standard time (est) at Bldg 308, Defense Supply Center Columbus.</p> <p>2. Answers to questions received in response to the solicitation are provided as follows:</p> <p>Questions (Q) and Answers (A)</p> <p>1. (Q) PG 12 Item # 14 States: The Contractor shall furnish a 12 month warranty or the industry standard OEM Commercial warranty; whichever is greater, on all parts, labor, and services of each component with regards to the calibration of each item. I wanted to clarify that this service agreement will include a warranty that covers parts and labor, correct? Are these for all devices in Appendix A to include the fire alarm panel? Batteries? (A) There is no warranty required to cover parts or repair of identified deficiencies during the testing of the site fire alarm systems. The mentioned warranty is related to the services provided. If equipment is found to have been damaged or made unusable as a part of the work conducted by the inspectors during the course of inspection, the Contractor will be required to repair, at the cost of the Contractor, all items identified, and warranty the equipment/device for 12 months after installation. The systems will be monitored on a daily basis for known faults prior to inspection.</p> <p>2. (Q) What is the age of the equipment (Fire Alarm Panels and Devices)? (A) The installed fire alarm systems vary from Simplex 4100U to 4100ES model fire alarm panels. There is one EST-3 fire alarm panel located on site. The site also has two Simplex True Site Workstations that are required to be tested as part of the contract. All systems are known to have manufactured service parts for repair.</p> <p>3. (Q) If there are obsolete parts or panels, which may require an upgrade of the system, then how will this be handled? Will the awarded vendor have to assume the cost to upgrade the panel due to a discontinued part? (A) There are no obsolete equipment located at this site.</p> <p>4. (Q) Will the 12 month warranty be included each year of the optional years? (A) Yes</p> <p>5. (Q) In the submittal format for pricing there are columns for labor hours to conduct the inspection for each building and another column for the total cost of each building. If the service agreement will include full coverage then where would we include this cost? (A) A full coverage service contract is not a requirement.</p> <p>6. (Q) When is the annual test and inspection due for each building? (A) The testing is required ASAP.</p> <p>7. (Q) PG 10 paragraph G: The contractor shall verify that all alarm, priority two, supervisory and trouble signals report identically as building main fire alarm control panels. Can you please elaborate what -Priority Two- is? (A) Priority 2 alarms consist of AED, eyewash station, and gas detection devices.</p>		

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 2019 AUG 21	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (if applicable)
6. ISSUED BY DCSO COLUMBUS PO BOX 3990 COLUMBUS OH 43218-3990 USA		CODE SP4702	7. ADMINISTERED BY (if other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. SP470219Q0019
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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
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15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 8/26/19	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED	
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP470219Q0019 - 0004	PAGE 2 OF 3 PAGES
<p>1. Solicitation amendment 0004 is issued to revise the language in Sections L and M, Factor 3: Past Performance to indicate the acquisition is for "Testing of the Fire Alarm System, Mass Notification System (MNS), Mass Warning Notification System (MWNS)" and not "elevator and wheelchair lift preventative maintenance, repair service, and elevator equipment modernization" as indicated in SP4702-19-Q-0019 issued on August 1, 2019. The revised language is incorporated in Attachment # 1 of this amendment.</p> <p>2. All other terms and conditions remain the same.</p>		
<p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP470219Q0019 - 0004	PAGE 3 OF 3 PAGES
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SECTION J - LIST OF ATTACHMENTS

List of Attachments

File Name	Description
ATTACH_Attachment__1	SP470219Q0019 000

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

DOCUMENTATION OF TECHNICAL ACCEPTABILITY. Proposals received in response to this solicitation will be evaluated in accordance with procedures outlined in Federal Acquisition Regulations (FAR) Part 15.101-2 for the Lowest Price Technically Acceptable (LPTA) Offer.

The following significant Evaluation Factors will be used as the basis for determining Technical Acceptability: Technical Acceptability; and Technical Qualifications of Proposed Staffing and Past Performance Acceptability.

NOTE: There is a realistic possibility that some offerors may choose to submit the same project as a qualifying example for both the past performance and the technical experience evaluation factors. This is not prohibited, but the supporting documentation must demonstrate that the submitted projects absolutely do comply with the specific minimal requirements, identified below, for each separate evaluation factor.

FACTOR 1: TECHNICAL ACCEPTABILITY

The Contractor shall submit with its offer a detailed Testing Plan which demonstrates that they are capable of completing all work in accordance with the Statement of Work. The Testing Plan shall clearly establish the scope of testing/inspection to be conducted on the Fire Alarm/MNS/MWNS systems located at DSCC Columbus. At a minimum, the testing plan shall include all personnel to conduct testing/inspection, the licenses and certifications for each individual, the methods and tools to be used to conduct testing/inspection for each building, and a schedule identifying the expected number of days for each individual building testing/inspection. Contractor personnel shall meet the requirements of UFC-3-600-02, Chapter 1-8 to be permitted to conduct testing/inspection at DSCC Columbus. Testing/inspection frequencies shall follow the requirements of NPFA 72, Chapter 14, Tables 14.3.1 and 14.4.3.2 requirements.

FACTOR 2. TECHNICAL QUALIFICATIONS OF PROPOSED STAFFING.

The Contractor shall submit the following with its offer:

- A. The contractor shall provide sufficient documentation of the certifications, licenses, and specific experience of all technicians to work on the project. These qualifications shall demonstrate the ability of the technicians to manage, operate, and execute the quality assurance requirements for the testing/inspection to be conducted on the Fire Alarm/MNS /MWNS systems for contracts of similar size and scope.
- B. The contractor shall provide all licenses required by the Local, State, and Federal Government for the work being conducted. Contractor personnel shall meet the requirements of UFC-3-600-02, Chapter 1-8 to be permitted to conduct testing/inspection at DSCC Columbus.
- C. The contractor shall submit copies of any contingent contracts or subcontracts that provide any services required under this contract.
- D. The contractor shall provide sufficient documentation of the certifications, licenses, and specific experience for all Program Managers (Safety Manager, Project Manager, Quality Control Manager, etc.). All Program Managers are required to have a minimum of three years of experience executing the designated program requirements. Safety Manager(s) shall have an

OSHA 30 hour course certification. Key personnel designated for these assignments must be designated by the principle in writing. Designees may perform multiple responsibilities

FACTOR 3: PAST PERFORMANCE.

The Contractor shall submit at least three (3) but no more than five (5) previously awarded and completed contracts of similar size and scope that are deemed to meet recency, relevancy and quality requirements. For this acquisition, recency refers to contracts awarded and completed within the last three (3) years. Relevancy refers to contracts of similar size to this acquisition for Testing of the Fire Alarm System, Mass Notification System (MNS), Mass Warning Notification System (MWNS). Quality refers to contracts that were satisfactorily completed within the designated PoP. All submissions shall include the following information:

Past performance shall be used as an evaluation factor within the LPTA process, unless waived by the PCO in accordance with FAR 15.304(c)(3)(iii). It shall be evaluated in accordance with FAR 15.305 and DFARS 215.305. However, the comparative assessment in FAR 15.305(a)(2)(i) does not apply. Therefore, past performance will be rated on an “acceptable” or “unacceptable” basis using the “Past Performance Acceptable/Unacceptable Rating Method” in the table at (c) below. In rating the past performance, the following will be considered:

- A. The date of the contract award, and the contract award amount in dollars.
- B. The date of the contract completion, and the final contract amount, in dollars.
- C. A brief description of the contract scope of work.
- D. Identification of the agency/entity/company for which work was performed and at least one point-of-contact (POC) at the organization that awarded the submitted contract, to include POC’s name, e-mail address and telephone number.

BASIS OF AWARD.

The Government will make the award based on the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Note that offers that are not technically acceptable cannot be selected, regardless of price.

SECTION M – EVALUATION FACTORS FOR AWARD

1. A summary of the basis for award is as follows:

- A. Evaluation and subfactors represent those specific characteristics that are tied to significant RFP requirements and objectives having an impact on the source selection decision and which are expected to be discriminators or are required by statute/regulation. They are the uniform baseline against which each offeror’s proposal is evaluated, allowing the Government to make a best value determination. The evaluation factors and subfactors will be set forth in the solicitation in enough depth to communicate how requirements will be evaluated. The evaluation factors and subfactors will be the primary determinant of the detailed information requested in the solicitation’s instructions to offerors. If subfactors are used, they will be evaluated separately. The SSEB will establish the factors and subfactors to be evaluated on an “acceptable” or “unacceptable” basis. These factors and subfactors will identify the minimum requirements that are key to successful contract performance. In accordance with the referenced Source Selection Procedures, cost or

price and the acceptability of the product or service described herein will be evaluated. In this LPTA acquisition, the following three factors will be evaluated.

1. Factor 1 – Technical Acceptability
2. Factor 2 – Technical Qualifications of Proposed Staffing
3. Factor 3 – Past Performance Acceptability

- B. The SSEB will evaluate the Technical Acceptability (non-cost) factors on an acceptable/unacceptable basis. The solicitation will identify the minimum requirements that are key to successful contract performance. The Contractor must be rated Acceptable in all factors in order to be eligible for award. Details of the criteria to be evaluated under each factor are as follows:

Technical Acceptability: The term “technical,” as used herein, refers to non-price factors other than past performance. More than one “technical” factor can be used and titled to match the specific evaluation criteria appropriate for the RFQ. The purpose of the technical factor is to assess whether the offeror’s proposal will satisfy the Government’s minimum requirements. The evaluation team will evaluate the offeror’s proposal against the minimum requirements established by the RFQ to determine whether the proposal is acceptable or unacceptable, using the ratings in the table below.

Technical Acceptable/Unacceptable Rating Method	
Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

FACTOR 1: TECHNICAL ACCEPTABILITY

To be Technically Acceptable the Contractor shall submit with its offer a detailed Testing Plan which demonstrates that they are capable of completing all work in accordance with the Statement of Work. The Testing Plan shall clearly establish the scope of testing/inspection to be conducted on the Fire Alarm/MNS/MWNS systems located at DSCC Columbus. At a minimum, the testing plan shall include all personnel to conduct testing/inspection, the licenses and certifications for each individual, the methods and tools to be used to conduct testing/inspection for each building, and a schedule identifying the expect number of days for each individual building testing/inspection. Contractor personnel shall meet the requirements of UFC-3-600-02, Chapter 1-8 to be permitted to conduct testing/inspection at DSCC Columbus. Testing/inspection frequencies shall follow the requirements of NPFA 72, Chapter 14, Tables 14.3.1 and 14.4.3.2 requirements

FACTOR 2: TECHNICAL QUALIFICATIONS OF PROPOSED STAFFING

To be Technically Acceptable, the Contractor shall submit the following with its offer:

- A. The contractor shall provide sufficient documentation of the certifications, licenses, and specific experience of all technicians to work on the project. These qualifications shall demonstrate the ability of the technicians to manage, operate, and execute the quality assurance requirements for the testing/inspection to be conducted on the Fire Alarm/MNS /MWNS systems for contracts of similar size and scope.

- B. The contractor shall provide all licenses required by the Local, State, and Federal Government for the work being conducted. Contractor personnel shall meet the requirements of UFC-3-600-02, Chapter 1-8 to be permitted to conduct testing/inspection at DSCC Columbus.
- C. The contractor shall submit copies of any contingent contracts or subcontracts that provide any services required under this contract.
- D. The contractor shall provide sufficient documentation of the certifications, licenses, and specific experience for all Program Managers (Safety Manager, Project Manager, Quality Control Manager, etc.). All Program Managers are required to have a minimum of three years of experience executing the designated program requirements. Safety Manager(s) shall have an OSHA 30 hour course certification. Key personnel designated for these assignments must be designated by the principle in writing. Designees may perform multiple responsibilities

FACTOR 3, PAST PERFORMANCE ACCEPTABILITY:

The past performance evaluation is an assessment of the offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements.

Past performance shall be used as an evaluation factor within the LPTA process, unless waived by the PCO in accordance with FAR 15.304(c)(3)(iii). It shall be evaluated in accordance with FAR 15.305 and DFARS 215.305. However, the comparative assessment in FAR 15.305(a)(2)(i) does not apply.

Therefore, past performance will be rated on an "acceptable" or "unacceptable" basis using the "Past Performance Acceptable/Unacceptable Rating Method" in the table at (c) below. In rating the past performance, the following will be considered:

- A. Recency & Relevancy: The first aspect is to evaluate whether the vendor's present / past performance is relevant or not relevant to the effort to be acquired. In establishing what is relevant for the acquisition, consideration shall be given to what aspects of a vendor's contract history would give the most confidence that the vendor will satisfy the current procurement. Common elements of relevancy include similarity of service / support, complexity, dollar value, contract type and degree of subcontract / teaming.
- B. Quality of Historical Contracts: The second aspect is to determine how well the vendor performed on present / past contracts. The past performance evaluation process gathers information from customers on how well the vendor performed those past contracts and includes history of successful completion of projects; history of producing high-quality reports and deliverables; commitment to customer satisfaction and history of staying on schedule and within budget. Past Performance information may be obtained from Past Performance Questionnaires, Past Performance Information Retrieval System (PPIRS), Contractor Performance / Assessment Reporting System (CPARS) or other sources available to the Government. The Past Performance evaluation process does not establish, create, or change the existing record and history of the offeror's past performance on present / past contracts.
- C. Past Performance Acceptable/Unacceptable Rating Method

Past Performance Acceptable/Unacceptable Rating Method	
Adjectival Rating	Description

Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below)
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

D. To be rated Acceptable, the Contractor shall submit at least three (3) but no more than five (5) previously awarded and completed contracts of similar size and scope that are deemed to meet recency, relevancy and quality requirements. For this acquisition, recency refers to contracts awarded and completed within the last three (3) years. Relevancy refers to contracts of similar size to this acquisition for Testing of the Fire Alarm System, Mass Notification System (MNS), Mass Warning Notification System (MWNS). Quality refers to contracts that were satisfactorily completed within the designated PoP. All submissions shall include the following information:

1. The date of the contract award, and the contract award amount in dollars.
2. The date of the contract completion, and the final contract amount, in dollars.
3. A brief description of the contract scope of work.
4. Identification of the agency/entity/company for which work was performed and at least one point-of-contact (POC) at the organization that awarded the submitted contract, to include POC's name, e-mail address and telephone number.

2. PRICE:

- A. Lowest Price: Proposals not technically acceptable will be removed from consideration, and award will be made to the lowest priced technically acceptable responsible contractor. The LPTA procedure is applied to known, firm requirements, usually readily available in the commercial marketplace where a fair and reasonable price determination is based on adequate price competition. A price analysis will be conducted to determine the total evaluated price to support the selection of the lowest priced technically acceptable offeror. When contracting on a firm-fixed-price basis, comparison of the proposed prices will usually satisfy the requirement to perform a price analysis since competition normally establishes price reasonableness, and a cost analysis need not be performed.
- B. The price evaluation will document the reasonableness and completeness of the total proposed price. For a price to be reasonable, it shall represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 15.404

3. Basis for Award and Summary of Evaluation Factors and Subfactors:

- A. Proposals will first be evaluated on the basis of technical acceptability, which will be determined by evaluating both the Technical Acceptability and Past Performance Acceptability factors and associated subfactors on an acceptable/unacceptable basis.
- B. The evaluation factors include Technical Acceptability, Past Performance Acceptability and Price. The Technical Acceptability Subfactors include Subfactor 1.1 – Technical Construction Capability and Subfactor 1.2 - Technical Qualifications of Proposed Staffing.
- C. Past Performance information will be provided by the offerors to show their history of successfully performing contracts of similar size and scope to the currently required effort and to determine the quality of their relevant, recent past performance. Past Performance evaluations will investigate information furnished by the offerors to ensure they have consistently demonstrated a commitment to administration, customer satisfaction, timely delivery, and quality goods and services in prior contracts of similar scope and complexity. This is a matter of judgment and will be a subjective assessment based on investigative findings.
- D. Only the proposals found to be technically acceptable will be further evaluated for award. This means a proposal is “acceptable” for all factors.
- E. Price will be evaluated for reasonableness and completeness.
- F. Contract Award will be made to the responsible vendor that offers the lowest priced technically acceptable proposal.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0079023558		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP4702-19-Q-0019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Karl Hinch C003547				b. TELEPHONE NUMBER (No Collect calls) Phone: 614-692-7954	
						8. OFFER DUE DATE/LOCAL TIME 2019 AUG 23 03:00 PM	
9. ISSUED BY DCSO COLUMBUS PO BOX 3990 COLUMBUS OH 43218-3990 USA				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 561990 <input type="checkbox"/> 8 (A) SIZE STANDARD: \$11,000,000.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR Siemens Industry, Inc. 1000 Deerfield Parkway Buffalo Grove, IL 60089 TELEPHONE NO. 614-401-7975				18a. PAYMENT WILL BE MADE BY			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print) Anthony Yarnan Branch Manager		30c. DATE SIGNED 8/27/19		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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1. ANTITERRORISM TRAINING BY CONTRACTOR
(a) In accordance with DOD Instruction 2000.16 and DLA Instruction 6308, Level 1 Antiterrorism (AT Training must be completed on an annual basis by all employees of the contractor performing under this requirement and may be accomplished by one or two means:
1. Under the instruction of a qualified Level 1 AT Awareness Instructor
2. Competition of a DoD-sponsored certified computer or web-based distance learning instruction for Level 1 AT Awareness, which can be found at <http://jko.jten.mil/courses/at11/launch.html> for non_CAC holders and <https://jkodirect.jten.mil/Altas2/faces/page/login/Login.seams> for CAC holders.
(b) Specifically, only those employees whose contract performance requires them to have routine access to federally-controlled facility and/or routine access to a federally-controlled information system must take the training. Also note that the contractor shall coordinate with the Contracting Officer for those employees that require access only intermittently or for a period of less than six months, to determine if the training is required.
(c) Upon initial hire the contractor will contact the onsite DLA Antiterrorism Officer (ATO) to schedule the initial training.
(d) The Certificates are valid for one year; therefore, training shall be completed every year for the duration of the contract.
(e) The contractor shall maintain copies of all training certificates for the duration of the contract and may be required to supply copies of the training certificates to the Contracting Officer no more than biannually for submission to the ATO.

2. REAL ID ACT
Current Status of States/Territories The Department of Homeland Security (DHS) announced on December 20, 2013 a phased enforcement plan for the REAL ID Act (the Act), as passed by Congress, that will implement the Act in a measured, fair, and responsible way.
Enforcement
If a state or territory does not receive a new extension Federal agencies may not accept licenses and identification cards issued by these states and territories beginning January 30, 2017.

3. C05 CHANGES TO KEY PERSONNEL (Oct 2016)
Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes are submitted as part of the technical/business proposal for Evaluation. The contractor shall use key personnel as identified in its proposal during the performance of this contract and will request contracting officer approval prior to any changes. Requests for approval of any changes shall be in writing with a detailed explanation of the circumstances necessitating the change. The request must contain a complete resume for the new key personnel and any other pertinent information, such as degrees, certifications, and work history. New key personnel must have qualifications that are equal to or higher than those being replaced. The contracting officer will evaluate the request and notify the contractor whether the requested change is acceptable to the Government.

4. CONTRACT MANPOWER REPORTING
Refer to paragraph 8.0 of the Performance Work Statement (PWS)

5. ASSISTANCE IN SUBMITTING DOCUMENTS/INVOICES INTO THE WIDE AREA WORKFLOW (WAWF)
If you need instruction on how to submit an invoice to the Government in WAWF, follow the below instructions. It is not necessary to log into WAWF to access the training.
1. Click on the Help/Training folder located on the top right hand corner WAWF home page. <https://wawf.eb.mil/xhtml/unauth/home/login.xhtml#>
2. Go to Training
3. Click on Web based Training
4. Click on iRAPT
5. Go to Roles and click on vendor
6. Click Vendor creating documents in iRAPT
7. Under Document, Scroll down through the documents list and selected the document you wish to learn about. In this case the document you should select is The 2 in 1 (Services Only). You find both a video and step by step instructions on how to complete any the form and be able to submit your invoice into WAWF.

After reviewing this information and you are still having problems, you can call the Defense Finance and Accounting Services (DFAS) Help Desk at 1-800-756-4571 Prompt 2. Their hours of operation are between 7:30 AM to 4:30 PM; Monday to Friday Eastern Standard Time.

Assistance may also be available to assist in the submission of the invoice by contacting the Procurement Technical Assistance Center (PTAC) office located in your State. There is an office for your county. Their website for further information is: http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx#DDL_Lines

The Contracting Officer Representative (COR) is specified in clause 252.232-7006 WIDE AREA WORKFLOW PAYMENTS INSTRUCTIONS (MAY 2013)

When entering invoices into Wide Area Workflow, the all CLINs must be flipped. When flipping CLINs, reverse the quantity and unit price. (as an example, CLIN 0001 for this contract should be invoiced as XXX,XXX.XX (total price of contract) units at \$1.00). Failure to do so will result in a delay in payment of the invoice as the invoice will have to be rejected and resubmitted. If you have any questions regarding this matter, contact the COR specified in clause 252.232-7006 WIDE AREA WORKFLOW PAYMENTS INSTRUCTIONS (MAY 2013).

6. The following language is system generated and does not apply.
TECHNICAL REQUIREMENTS
THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT: <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER

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<p data-bbox="84 321 1542 373">IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOWCONTINUED ON NEXT PAGE ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.</p> <p data-bbox="1109 1990 1461 2022">CONTINUED ON NEXT PAGE</p>		

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SECTION B

SUPPLIES/SERVICES: J063-V00007126

ITEM DESCRIPTION:

Testing of the Fire Alarm System, Mass Notification System (MNS), Mass Warning Notification System (MWNS) at DLA Land and Maritime, Columbus, OH.

Base Year

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	J063-V00007126 Alarm, Signal, Security Detect Sys	1.000	JB	\$ 63,350.00	\$ 63,350.00

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

Commercial packaging is acceptable

PERIOD OF PERFORMANCE: 09/06/2019 - 09/05/2020

SC0707

DLA INSTALLATION MANAGEMENT
INSTALLATION MANAGEMENT
P.O. BOX 3990 BLDG 308
COLUMBUS OH 43218-3990
US

SC0707

DLA INSTALLATION MANAGEMENT
INSTALLATION MANAGEMENT
3990 EAST BROAD ST BLDG 308
COLUMBUS OH 43218-3990
US

SUPPLIES/SERVICES: J063-V00007126

ITEM DESCRIPTION:

Testing of the Fire Alarm System, Mass Notification System (MNS), Mass Warning Notification System (MWNS) at DLA Land and Maritime, Columbus, OH.

Option Year 1

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	J063-V00007126 Alarm, Signal, Security Detect Sys	1.000	JB	\$ 65,250.50	\$ 65,250.50

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

Commercial packaging is acceptable

PERIOD OF PERFORMANCE: 09/06/2020 - 09/05/2021

SUPPLIES/SERVICES: J063-V00007126

ITEM DESCRIPTION:

Testing of the Fire Alarm System, Mass Notification System (MNS), Mass Warning Notification System (MWNS) at DLA Land and Maritime, Columbus, OH.

Option Year 2

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SECTION B

SUPPLY/SERVICE: J063-V00007126 CONT'D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	J063-V00007126 Alarm, Signal, Security Detect Sys	1.000	JB	\$ 67,208.02	\$ 67,208.02

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

Commercial packaging is acceptable

PERIOD OF PERFORMANCE: 09/06/2021 - 09/05/2202

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	0079023558	0001	N/A	N/A	N/A	03/26/2019
1001	N/A	N/A	N/A	N/A	N/A	03/26/2019
2001	N/A	N/A	N/A	N/A	N/A	03/26/2019

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SECTION A - SOLICITATION/CONTRACT FORM**SECTION A**

GSA eBuy - RFQ1382272

1. FOB Destination is required
2. Inspection and Acceptance is destination
3. Offers are required to be received by August 23, 2019 at 3:00 PM Eastern Standard Time to one of the following addresses:

E-mail:Karl.Hinch@dla.milIf mailed via USPS regular mail:

Defense Supply Center Columbus
DLA Contracting Services Office Columbus
ATTN: DCSO-C/Karl Hinch/020-A2N108
PO Box 3990
Columbus, OH 43218

If mailed via Private Private Couriers (i.e. , UPS or Fedex)

Defense Supply Center Columbus
DLA Contracting Services Office Columbus
ATTN: DCSO-C/Karl Hinch/020-A2N108
3990 E. Broad St.
Columbus, OH 43218

* The preferred method for submission of offers is via E-mail.

DESCRIPTION OF SERVICES

The contractor shall furnish all labor, material, equipment, parts, supervision, etc., necessary for testing of the fire alarm, mass notification system (MNS), and mass warning notification system (MWNS) in accordance with the requirements of the solicitation at this location:

DLA Land and Maritime
3990 E. Broad Street
Columbus, OH 43213

PERIOD OF PERFORMANCE

The Period of Performance shall be for a base year with two 1-year options for a total of three years.

AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate quotes and make award without discussions. Quotes should contain the vendor's best terms within the proposed technical and business approach, to include all evaluation factors. Additionally, the Government reserves the right to conduct discussions and request revisions to quotes, if it is determined necessary.

NO AWARD

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

The Government reserves the right to not make an award as a result of this RFQ if such award is determined contrary to the best interest of the Government.

QUOTE PREPARATION COSTS

The Government shall not be responsible or liable for any costs incurred by any parties in the preparation and submission of any technical quote or price quote in response to this RFQ.

SUBMISSION OF QUESTIONS

Should the vendor have any questions with regards to the RFQ, they should submit them, via e- mail, to Karl Hinch at Karl.Hinch@dla.mil

QUOTATION SUBMISSION INSTRUCTIONS

This RFQ will be posted on GSA and will be available to both small and large companies to maximize competition under NAICS 561990. Vendors are encouraged to submit their quotes electronically to the Contracting Specialist at Karl.Hinch@dla.mil.

VENDOR PROPOSAL INSTRUCTIONS AND REQUIREMENTS**VENDOR INSTRUCTIONS**

1. This section specifies the format and content that vendors shall use for responding to this Request for Quote (RFQ). Vendors are required to respond in accordance with these instructions. The goal is not to restrict the vendors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. In order to receive full consideration, firms are encouraged to ensure that the information provided within their quote is factual, accurate and complete.
2. The vendor is responsible for providing adequate documentation to enable a thorough evaluation of the quote. The vendor shall submit a quote that clearly and concisely describes and defines the vendor's response to the objectives/ requirements contained in the RFQ. Unnecessary elaboration or other presentation beyond that sufficient to present a complete and effective quote are not desired. Elaborate art work, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Responses which merely repeat the Performance Work Statement will not be considered as being responsive to the requirement of this RFQ.
3. Period for Acceptance of Offers: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
4. Offeror Submittal Requirements: In order to be further considered for award, offeror shall submit the following as part of their quote:

Signed 1449

Completed clause fill-ins

Completed pricing Documents and CLINS

Acknowledgement of any solicitation amendments

Requirements included in Attachment # 1

Complete Technical Quote to include the information specified in Section M

All three Option years must be quoted to be considered for award.

Include GSA Contract number with relevant information to contract.

5. The Government will issue a single contract resulting from this RFQ to the responsible vendor whose quote conforming to the RFQ will be most advantageous to the Government, price and other factors considered. Therefore, it is important that your initial quote submittal is on the most favorable terms and complies with all instructions contained in this

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

request. The Government also reserves the right not to issue an award as a result of this request if such an award is determined to be contrary to the best interests of the Government. Selection will be based upon a comparative assessment of quotes against all the vendor selection criteria set forth in this RFQ.

6. Exceptions to any terms and conditions of the RFQ may make the quote unacceptable.
7. Refer to SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS for documentation of technical acceptability.

PERFORMANCE WORK STATEMENT (PWS)

1.0 Title: Testing of Fire Alarm / MNS / MWNS Systems for DSCC Columbus.

2.0 Introduction: This PWS will cover the detailed requirements for inspection services for the Fire Alarm/ Mass Notification (MNS) / Mass Warning Notification Systems (MWNS) located at DSCC Columbus. The Contractor will be tasked with providing performance based testing/inspection services to ensure the building life safety systems achieve a 99 percent overall system reliability in response to an actual fire event. The contractor will provide all management, supervision, labor, materials, supplies, tools, and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified. All Fire Alarm/MNS/MWNS testing/inspection of systems, their initiating devices, controls, and notification appliances will comply with UFC 4-021-01, UFC-3-600-02, and NFPA 72, Chapter 14, Tables 14.3.1 and 14.4.3.2 requirements. The Contractor shall be responsible for performing all work following the more stringent requirements of the referenced code books, unless otherwise noted herein. In addition to compliance with these code requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to: Occupational Safety and Health Act (OSHA).

3.0 Background: The Contractor shall be responsible for providing services in the following DSCC buildings: Buildings 1, 2, 4, 5, 6, 9, 10, 11, 14, 17, 18, 19, 20, 20A, 21, 21A, 22, 23, 27, 30, 31, 43, 44, 46, 47, 49, 52, 58, 61, 64, 65, 201, 301, 302, 306, 308, 314, and 507. The Fire Alarm/MNS/MWNS systems consist of Simplex 4100 and EST-3 model fire alarm control systems. They vary in age and have multiple system configurations. The Fire Alarm/MNS/MWNS systems require annual testing/inspection to ensure compliance with code and other required installation standards. The contractor shall need to have the expertise to perform the specified work, document any abnormality observed or detected, and report all defects found during the course of inspection to the Contracting Officer or their designee immediately.

4.0 Scope and Tasks:

- A. The Contractor shall provide a test plan. The testing plan shall clearly establish the scope of testing/inspection to be conducted on the Fire Alarm/MNS/MWNS systems located at DSCC Columbus. At a minimum, the testing plan shall include all personnel to conduct testing/inspection, the licenses and certifications for each individual, the methods and tools to be used to conduct testing/inspection for each building, and a schedule identifying the expect number of days for each individual building testing/inspection. Contractor personnel shall meet the requirements of UFC-3-600-02, Chapter 1-8 to be permitted to conduct testing/inspection at DSCC Columbus. Testing/inspection frequencies shall follow the requirements of NPFA 72, Chapter 14, Tables

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14.3.1 and 14.4.3.2 requirements.

- B. The Contractor shall provide an individual testing/inspection report for all buildings where work is to be conducted. The Contractor shall prepare and submit an electronic file of all testing/inspection reports within seven (7) calendar days after the completion of testing/inspection. All main fire alarm control panel locations will be provided with a service record identifier at the panel locations. The service record identifier shall include the company name, the date the testing/inspection was completed, the name(s) of personnel that participated, the license/certification numbers of all participating personnel, and the contact information for each person who participated in the testing/inspection of the system.
- C. The Contractor shall provide testing/inspection of each individual fire alarm control panel, transponder panel, NAC extender panel, MWNS panel, annunciator panel, graphic display panel, and CO detector panel as specified in NFPA 72, Table 14.3.1, and Table 14.4.3.2. All system panel testing/inspection will be completed on an annual basis. The results of the testing/inspection of these components will be provided in the respective building summary report. Each panel shall be individually catalogued with model numbers, serial numbers, node identifiers, and location descriptors.
- D. The Contractor shall provide testing/inspection of each individual initiating device, to include pull stations, smoke detectors, heat detectors, duct detectors, waterflow switches, tamper switches, AED monitor points, CO detectors, elevator monitor points, fire pump monitor points, kitchen hood monitor points, lift station monitor points, cooling tower monitor points, and eyewash station monitor points as specified in NFPA 72, Table 14.3.1, and Table 14.4.3.2. The results of the testing/inspection of these components will be provided in the respective building summary report. Each initiating device shall be individually catalogued with device type, system addressable device identifiers, and location descriptors.
- E. The Contractor shall provide testing/inspection of each individual notification device, to include speaker/visuals, audio/visuals, bells, MWNS speakers, speaker only, strobe only, amber strobes, and textual notification appliances as specified in NFPA 72, Table 14.3.1, and Table 14.4.3.2. The results of the testing/inspection of these components will be provided in the respective building summary report. Each notification device shall be individually catalogued with individual device type, system addressable device identifiers, and location descriptors.
- F. The Contractor shall provide testing/inspection of each individual control function, to include AHU shutdown, elevator recall, signal bypass control, MNS preprogrammed messaging to individual buildings, MNS preprogrammed messaging basewide, magnetic door holders, individual building microphone messaging, basewide microphone messaging, elevator shunt trips, and kitchen hood shunt trips. All system control function testing/inspection will be completed on an annual basis. The results of the testing/inspection of these components will be provided in the respective building summary report. Each control function shall be individually catalogued with individual device type, system addressable device identifiers, and location descriptors.
- G. The Contractor shall provide testing/inspection of two (2) Simplex TSW workstations, (8) Network Display Units (NDU), and one (1) EST-3 Fireworks workstation. The Contractor shall verify that all alarm, priority two, supervisory, and trouble signals report identically as building main fire alarm control panels. The Contractor will verify graphic map content is accurate, and programmed control functions are operational. All system workstations and NDU testing/inspection will be completed on an annual basis. The results of the testing/inspection of these components will be provided in the respective building summary report. Each control function shall be individually catalogued with individual device type, system node identifiers, and location descriptors.
- H. The Contractor shall document all identified deficiencies from the building testing/inspection. All deficiencies shall be noted in the individual building summary report, and provided in a separate deficiency summary

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

report to encompass all building deficiencies found. Each building deficiency shall be individually catalogued with building number, component type, addressable device identifiers, and location descriptors.

- I. All records will remain the property of the Government and be turned over to the Government at the end of the contract. As built system drawings, original acceptance test records, and device manufacturer's maintenance bulletins shall be retained to assist in the proper care of the system and its components.

5.0 Deliverables: Prior to commencing work, the Contractor shall provide the following:

- A. A list of products and corresponding SDS sheets for each chemical to be used and/or stored on-site.
- B. Dates for scheduled annual Fire Alarm/MNS/MWNS systems testing.
- C. Test plan.
- D. Sample of report to be submitted after each testing/inspection.
- E. Resume, license, certificates for qualified technicians to perform services.
- F. Company emergency contact information.
- G. A statement that confirms the company provides safety training to employees as required by the trade(s) and that the company maintains a safety and health program.
- H. Provide required insurances.

6.0 Equipment Description: A description of the building panels, initiating device counts, notification device counts, control function devices, ancillary equipment has been provided in Appendix A. This information has been provided for reference only. It is the responsibility of the Contractor to field verify the accurate counts of components, and does not release the Contractor from providing a complete testing/inspection as specified.

7.0 Period of Performance (PoP): The Period of Performance shall be one base year of 12 months. Three additional option years are included.

8.0 Work Schedule: work shall be performed from 6:30 a.m. through 6:00 p.m. (Eastern Time), Monday through Friday. No work shall be performed during weekend or federal holidays. Government will not be paying overtime to the contractor. Work hours are subject to change after award per customer request.

9.0 Quality Control (QC): The Contractor shall adhere to all Federal, State, County, and City laws and codes, as applicable. The contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QC program is the means by which it assures itself that its work complies with the requirements of the contract.

10.0 Recognized Holidays: The following are recognized US holidays. The contractor shall not perform services on these days:

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)**Dates Holidays**

Monday, January 1 New Year's Day

Monday, January 21 Birthday of Martin Luther King, Jr.

Monday, February 18 Washington's Birthday

Monday, May 27 Memorial Day

Tuesday, July 4 Independence Day

Monday, September 2 Labor Day

Monday, October 14 Columbus Day

Friday, November 11 Veterans Day

Thursday, November 28 Thanksgiving Day

Monday, December 25 Christmas Day

11.0 Place and Performance of Services: The contractor shall provide services during their normal business hours except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at the Government's facility. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS.

Place of performance address is;
 Defense Supply Center Columbus
 3990 E. Broad Street
 Columbus, Ohio 43218

12.0 Security Requirements: Contractor and all associated sub-contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by Security Office. Contractor workforce shall comply with all personal identity verification requirements as directed by DOD, HQDLA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

13.0 Physical Security: The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

14.0 Warranty: The contractor shall furnish a 12 month warranty or the industry standard OEM commercial warranty; whichever is greater, on all parts, labor, and services of each component with regards to the calibration of

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each item.

15.0 Invoicing: Payment of invoices will be accomplished by payment through the Defense Finance and Accounting Service. Invoices will be submitted to the Wide Area Workflow system in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports and DFARS 252.232-7006 Wide Area Workflow Payment Instructions within 10 workdays after the conclusion of each training session.

16.0 Enterprise Contractor Manpower Reporting: The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Logistics Agency via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting input will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2014. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>.

17.0 Section 508 Compliance: Section 508 of the Rehabilitation Act requires Federal agencies to make their electronic and information technology accessible to people with disabilities. This applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Any/all electronic and information technology procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>

18.0 Common Access Card: Common Access Card (CAC) not required. Prior to gaining access to any DLA facility, contractor personnel must be vetted through the local security office. Due to DoD security requirements, foreign nationals and illegal aliens will not be permitted access to any DLA facility. Individuals with outstanding warrants or certain convictions also will be denied access. Contractor personnel must ensure they have the appropriate identification required to access DLA facilities. Contractor personnel entering a DLA facility should anticipate their vehicle will undergo a security check by DLA Security, and should ensure that no drugs, alcohol, or weapons of any kind are found within the vehicle. It is the contractor's responsibility to ensure the personnel performing under this contract can and will meet these requirements for accessing DLA facilities. Names of contractor personnel will be provided to the local POC for vetting purposes no less than one week prior to the class start date.

19.0 C05 Changes to Key Personnel (OCT 2016): Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes are submitted as part of the technical/business proposal for evaluation. The contractor shall use key personnel as identified in its proposal during the performance of this contract and will request contracting officer approval prior to any changes. Requests for approval of any changes shall be in writing with a detailed explanation of the circumstances necessitating the change. The request must contain a complete resume for the new key personnel and any other pertinent information, such as degrees, certifications, and work history. New key personnel must have qualifications that are equal to or higher than those being replaced. The contracting officer will evaluate the request and notify the contractor whether the requested change is acceptable to the Government

20.0 Continuity of Services:

- A. The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

another contractor, may continue them. The Contractor agrees to

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

21.0 Protection of Government Buildings, Equipment, and Vegetation:

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

22.0 Site Visit: If a site visit is required offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

23.0 Point of Contacts:

The Government Contracting Officer:
Karl Hinch
DLA Land and Maritime
DCSO-C
3990 E. Broad St., Bldg 20

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

Columbus, OH 43218
Karl.Hinch@dla.mil, Phone: 614-692-7954

The Government Contract Specialist:
 Karl Hinch
 DLA Land and Maritime
 DCSO-C
 3990 E. Broad St., Bldg 20
 Columbus, OH 43218
Karl.Hinch@dla.mil, Phone: 614-692-7954

The Government Contract Officer Representative (COR):
 Mark Bayless
 DLA Installation Support
 3990 E. Broad St.
 Columbus, OH 43218
Mark.Bayless@dla.mil, Phone: 614-692-7235

QUALITY ASSURANCE PLAN**1. Pre-Performance Phase:**

- 1.1 The Contracting Officer Representative (COR) will review and approve the contractor's quality control plan.
- 1.2 COR will coordinate review and approval of safety plan through the Environmental Safety and Occupational Health Office.
- 1.3 COR will instruct contractor in procedures for obtaining contractor ID badges and building keys.
- 1.4 Establish points of contact and chain of command.
- 1.5. Schedule a face to face meeting with the contractor, COR and contracting to review the PWS and DSCC policies.
- 1.6 Verify contractor qualifications for employees to conduct inspection and repair services.

2. Performance Phase:

- 2.1 The COR will periodically inspection the contractor's work to ensure all work is being performed according to the PWS requirements. Major items to be inspected or assessed include:
 - 2.1.1 Scheduling requirements.
 - 2.1.2 Field verification of equipment testing/inspection and restoration of work area.
 - 2.1.3 Timely submission and completeness of required reports.
 - 2.1.4 Timely scheduling and correction of documented deficiencies.
- 2.2 The contractor will be notified in writing of all deficiencies to allow the COR and contractor to keep a written record of the contractor's performance.

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2.3 The COR will document and inform contracting if the contractor's performance is not meeting the PWS requirements.

2.4 Review and accept the contractor's WAWF invoice.

3. Post Phase:

3.1 Ensure all contractor badges and building keys are returned.

CLAUSES BY REFERENCE**CLAUSE NO. CLAUSE TITLE YEAR-MO SECTION**

52.242-15 STOP WORK ORDER 1989-08 SEC F
 52.242-17 GOVERNMENT DELAY OF WORK 1984-04 SEC F
 52.247-34 F.O.B. DESTINATION 1991-11 SEC F
 52.201-7000 Contracting Officer's Representative 1991-12 SEC G
 52.232-7003 Electronic Submission of Payment Requests and Receiving Reports. 2018-12 SEC G
 52.2041-16 Commercial and Government Entity Code Reporting 2016-07 SEC K
 52.203-7005 Representation Relating to Compensation of Former DoD Officials 2011-11 SEC K
 52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA 1992-08 SEC K
 52.203-7000 Requirements Relating to Compensation of Former DoD Officials 2011-09 SEC I
 52.203-7002 Requirement to Inform Employees of Whistleblower Rights. 2013-09 SEC I
 52.204-7003 Control of Government Personnel Work Product. 1992-04 SEC I
 52.204-7008 Compliance with Safeguarding Covered Defense Information Controls. 2016-10 SEC I
 52.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. 2016-10 SEC I
 52.204-7015 Notice of Authorized Disclosure of Information for Litigation Support. 2016-05 SEC I
 52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS 2015-06 SEC I
 52.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. 2014-09 SEC I
 52.225-7001 Buy American and Balance of Payments Program. 2017-12 SEC I
 52.225-7002 Qualifying Country Sources as Subcontractors. 2017-12 SEC I
 52.225-7041 CORRESPONDENCE IN ENGLISH LANGAUGE 1997-06 SEC I
 52.225-7048 Export-Controlled Items. 2013-06 SEC I
 52.243-7001 Pricing of Contract Modifications. 1991-12 SEC I
 52.244-7000 Subcontracts for Commercial Items 2013-06 SEC I
 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. 2017-01 SEC I
 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. 2017-01 SEC I
 52.204-14 Service Contract Reporting Requirements 2014-01 SEC I
 52.204-18 Commercial and Government Entity Code Maintenance. 2016-07 SEC I
 52.204-19 INCORPORATION BY REFERENCE OF REPS & CERTS 2014-12 SEC I
 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 2016-06 SEC I
 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 2018-07 SEC I
 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS 2013-06 SEC I
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. 2013-12 SEC I
 52.237-1 Site Visit 1984-04 SEC I
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation 1984-04 SEC I
 52.237-3 Continuity of Services 1991-01 SEC I
 52.246-4 Inspection of Services - Fixed Price 1996-08 SEC I
 52.252-06 Authorized Deviations in Clauses 1984-04 SEC I
 52.253-1 COMPUTER GENERATED FORMS 1991-01 SEC I
 52.204-7 System for Award Management. 2018-10 SEC L
 52.214-3 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE 1991-04 SEC L

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52.215-7008 ONLY ONE OFFER 2013-10 SEC L

252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors. 2018-01 SEC L

SECTION I - CONTRACT CLAUSES**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS****52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2019) FAR**

As prescribed in 12.301(b)(4), insert the following clause:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate].

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) Reserved.

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) Reserved.

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) Reserved

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

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- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C.

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C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Contracting Officer check as appropriate.

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records --Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated

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SECTION I - CONTRACT CLAUSES (CONTINUED)

shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

a) The Government may extend the term of this contract by written notice to the Contractor within 30 [insert the period of time within which the

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Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **4 years** (months) (years).

(End of clause)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-REPRESENTATION (DEC 2016) FAR

As prescribed in 23.804(b), insert the following provision:

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [X] does, [] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [X] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: .

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

As prescribed in 232.7004(b), use the following clause:

(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

2 in 1

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the

Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report"

(stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified

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by the contracting officer.

DLA Installation Support

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP4702
Admin DoDAAC	SP4702
Inspect By DoDAAC	NA
Ship To Code	SC0707
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	SC0707
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Mark.Bayless@dla.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Mark Bayless / 614-692-7235

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

c) The offeror should check here to opt out of this clause:

[] Alternate wording may be negotiated with the contracting officer.

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SECTION I - CONTRACT CLAUSES (CONTINUED)**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2018) DFARS****SECTION J - LIST OF ATTACHMENTS****List of Attachments**

File Name	Description
ATTACH_Attachment__1	SP470219Q0019 Att
ATTACH_Attachment__2	SP470219Q0019 Att

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018) FAR**

As prescribed in 12.301(b)(2), insert the following provision:

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except --

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology" --

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern" --

- (1) Means a small business concern --
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that --

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by --
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned --

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

"Veteran-owned small business concern" means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications --Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs . **The SAM record is current, accurate, and complete.**

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that --

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6) (i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall

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enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that --

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as

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domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American --Free Trade Agreements --Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act":

Canadian End Products:

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Line Item No.

[List as necessary]

(3) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at.]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

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(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that --

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that --

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies --

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

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☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that --

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror --

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if --

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that --

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that --

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown")

Predecessor legal name:

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018), ALT I (OCT 2014) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(a), insert the following provision:

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Karl Hinch. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)